

**STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **NOV 3 2003**

LEASE #GS-11B-01687

THIS LEASE, made and entered into this date between **VA--1616 North Fort Myer Limited Partnership**
Whose address is: **c/o Equity Office Properties Trust, Two North Riverside Plaza, Chicago, Illinois 60606**

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of **55,043 BOMA Rentable Square Feet (RSF)** being **49,317 ANSI BOMA Office Area Square Feet (BOASF)**, being **all of the 17th floor (16,584 BOASF), 18th floor (17,648 BOASF) and 19th floor (15,085 BOASF)** of the building known as **1616 North Fort Myer Drive**, as noted on the attached floor plans and made part hereof, with the address being **1616 North Fort Myer Drive, Arlington, Virginia 22209**. To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the **FIVE (5) YEAR FIRM** term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject the renewal right hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$1,598,991.84 (\$29.0494/RSF and \$32.42/BOASF) at the rate of \$133,249.32 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) + (b) (4) daytime cleaning premium]], base real estate taxes, \$257,345.06 (\$5.22/BOASF) for amortization of a tenant improvement allowance of \$986,340 (\$20.00/BOASF) at eleven percent (11%) annual interest, and \$4,080 for two reserved parking spaces for Government vehicles. Rent checks shall be payable to **VA--1616 North Fort Myer Limited Partnership** at the address shown above. Notwithstanding the foregoing, payment by the Government of the first 1.8 (one and eight tenths) months' of rent, (\$239,848.78), shall be abated entirely, in lieu of a cooperating brokerage commission.

Rent shall be adjusted for operating costs escalations as provided in SFO 02-009 section 2.4. and SFO Amendment #1, item 8., PRICE STRUCTURE (SFO section 1.8(G)). The portion of rent for reserved parking spaces (\$4,080), shall be escalated three percent (3%) annually. The Government shall make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 2.2.

The Government's percentage of occupancy for real estate tax purposes shall be 18.80%, based on 55,043 RSF / 292,826 RSF, subject to confirmation of the total rentable areas of the Government-leased area and the entire building.

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a **FIVE-YEAR TERM** at an annual rental rate of \$1,606,882.56 (\$29.1927/ RSF and \$32.58/BOASF[\$32.32 + \$.25 for daytime cleaning]), payable at the rate of \$133,906.88 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, original base real estate taxes, and original parking cost base (b) (4). Rent shall continue to be adjusted for operating costs escalations as provided in the SFO. The portion of rent for reserved parking will continue to be escalated 3% annually. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes. The renewal option shall become effective provided notice be given in writing to the Lessor at least **180** days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR AMM GOV'T L.M.C.

(10/17/03)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Prior to the Government's execution of this lease, Lessor shall provide an Attachment #4, Fire Protection & Life Safety Evaluation report, prepared by a Certified Fire Protection Engineer (CFPE). Notwithstanding anything in the SFO to the contrary, rent commencement and lease commencement shall not occur until Lessor corrects all deficiencies and complies with all recommendations and findings of the CFPE's report, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report. *\$902,501.00 (\$18.30) RM*
- b) Tenant Improvements: Per the SFO, in addition to the \$986,340 (\$20 per BOASF) initial tenant improvement allowance included in the annual rent in section 3. herein, Lessor shall provide an additional tenant improvement fund of up to ~~\$986,340~~ (\$20 per BOASF) if requested by the Government, which shall be amortized over the remainder of the firm term of the lease with interest at 13% (thirteen percent) per year, and paid by the Government to Lessor as additional rent. Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements which exceed the initial \$20 per BOASF allowance, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is less than \$20 /BOUSF, the rent shall be adjusted accordingly. (See SFO sections 8.0. through 8.3.) Refer to the GSA lease form 1364 Attachment regarding maximum fees payable by the Government for improvements and change orders.
- c) Daytime Cleaning: Lessor shall cause to have all janitorial work in the Government's space performed after 8:30 am and completed by 4:30 pm, Monday through Friday, excluding Federal holidays.
- d) Notwithstanding any provision in the lease to the contrary, the parties agree to the rent abatement referenced in section 3 herein, in lieu of a broker commission rebate, and Lessor shall not be liable for a commission rebate to the Government in connection with this lease.
- e) Lessor shall close up both interior stairwell openings (not fire stairwells) in the 17th floor prior to lease commencement at its expense.
- f) Temporary Space: Upon full execution and delivery of this lease, Lessor shall permit the Government access to the entire 5th floor to move in furniture and install telecommunications equipment. Beginning November 7th, 2003 the Government may occupy the space and shall pay rent to Lessor at the annual rate of \$188,676 (\$12/BOASF x 15,723 SF), payable in monthly installments of \$15,723, in arrears. Payment for a lesser period shall be prorated. Lessor shall provide all services per the SFO. The space shall be accepted "as-is" except all improvements shall be in working order, and Lessor shall clean the carpeting. Any other alterations shall be at the Government's expense. The lease of the temporary space and rent obligations for such space shall cease, the earlier of 30 days after the permanent space is completed by Lessor and accepted by the Government, or upon the Government vacating the space in broom-clean condition. In the event that the Government fails to vacate the temporary space within 30 days of Government acceptance of the permanent space, the rent payable for the temporary space shall increase to an annual rate of \$35/BOASF.

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 02-009, 34 pages
2. Amendment #1 to SFO # 02-009, 4 pages
3. Amendment #2 to SFO # 02-009, 1 page
4. Solicitation Attachment #1, Rate Structure, 5 pages
5. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OUSF
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation
8. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
9. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 3 pages total
10. GSA Form 3517, General Clauses, 24 pages
11. GSA Form 3518, Representations and Certifications, 4 pages
12. Floor Plan of Leased Area, 1 page

(10/17/03)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: VA--1616, North Fort Myer Limited Partnership

BY (b) (6) By: EOP Operating L.P.

BY (b) (6) By: Equity Ofc. Prop. Trust

Greg Meyer, Vice President
Equity Office Properties Trust

IN PRESENCE OF (b) (6)

ADDRESS 1120 20th St, NW
Washington DC 20036

UNITED STATES OF AMERICA /

BY (b) (6)

CONTRACTING OFFICER, GSA, NCR

Larry M. Sutton